

AG Contract No. KR00-2029TRN  
COT Resolution No:  
COT Contract No. 0304-01  
ADOT ECS File: JPA 00-172-Amendment 1  
Project: TEA-TUC-D(001)A  
TRACS No: H5735 01C  
Section: B-10 (SR-77), Miracle Mile -  
Oracle Hwy.

**AMENDMENT NO. ONE (1)  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON, ARIZONA

THIS AMENDMENT, entered into 8 August 2003, Amendment Number 1 to JPA 00-172, AG Contract No.: KR2039TRN, filed 08 February 2001, filed with the Secretary of State under No. 24451, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

The purpose of this amendment is to eliminate the elements of landscape and irrigation to the project.

Therefore, the Agreement is amended as follows:

Replace I. RECITALS paragraph 3 as follows:

3. The State and the City desire to participate in the design and construction of improvements to B-10 (SR-77) from Miracle Mile to Oracle Highway, to include sidewalks, at an estimated cost of and not to exceed \$510,000.00, all at State expense, hereinafter referred to as the Project.

#01  
NO. 24451  
Filed with the Secretary of State  
Date Filed: 08/08/03

Janice K. Brewer  
Secretary of State

By: Timothy J. Greenwald

EX A TO RESOLUTION NO. 196.32

**II. SCOPE OR WORK**

1. The State will:

**Replace II. 1b as follows:**

b. Be responsible for all costs associated with the Project, up to, but not to exceed the estimated amount of \$510,000.00. Be responsible for progress payments to the City, for the reasonable direct actual cost of the construction of the Project including construction engineering, within 30 days after receipt and approval of an invoice in an amount not to exceed \$510,000.00.

2. The City will:

**Replace II. 2c, g and h as follows:**

c. After the award of a construction contract, invoice the State for progress payments for direct actual cost of the construction of the Project, plus construction engineering, not to exceed the estimated amount of \$510,000.00

g. After construction maintain and repair the sidewalks.

h. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

**III. MISCELLANEOUS PROVISIONS**

**Add 8. And 9. to III. as follows:**

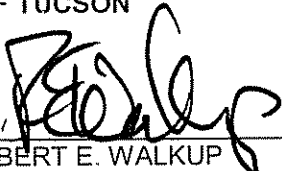
8. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement. (Non-Availability of Funds. Every payment obligation of ADOT under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.)

9. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination. The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

**EXCEPT AS AMENDED HEREIN, All other terms and conditions of the original Agreement remains in full force and effect.**

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

By   
ROBERT E. WALKUP  
Mayor JUN 30 2003

STATE OF ARIZONA

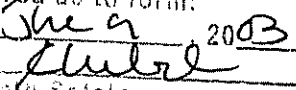
Department of Transportation

By  7/28/03  
DOUGLAS A. FORSTIE, P.E.  
Acting Deputy State Engineer

ATTEST

By   
KATHLEEN S. DETRICK  
City Clerk JUN 30 2003

Approved as to form:

 2003  
Elisabeth Sotelo  
Principal Asst. City Attorney

ADOPTED BY THE  
MAYOR AND COUNCIL

JUN 30 2003

RESOLUTION NO. 19632

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND  
AUTHORIZING THE AMENDMENT TO THE INTERGOVERNMENTAL  
AGREEMENT WITH STATE OF ARIZONA FOR THE DESIGN AND  
CONSTRUCTION OF IMPROVEMENTS TO MIRACLE MILE, FROM I-10 TO  
ORACLE HIGHWAY; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Amendment to the Intergovernmental Agreement with  
State of Arizona for the Design and Construction of Improvements to Miracle Mile, From  
I-10 to Oracle Highway, attached hereto as Exhibit A, is approved

SECTION 2 The Mayor is hereby authorized and directed to execute  
said Amendment for and on behalf of the City of Tucson and the City Clerk is directed  
to attest the same.

SECTION 3. The various City officers and employees are authorized and  
directed to perform all acts necessary or desirable to give effect to this resolution.

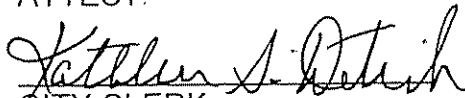
SECTION 4. WHEREAS, it is necessary for the preservation of the  
peace, health and safety of the City of Tucson that this resolution become immediately

effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the  
City of Tucson, Arizona, JUN 30 2003.

  
MAYOR

ATTEST.


  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

REVIEWED BY:

  
CITY MANAGER

  
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CITY OF TUCSON  
SECRETARY OF STATE  
INTERGOVERNMENTAL AGREEMENT (IGA) INFORMATION SUMMARY FORM

This form is to be completed and attached to each Intergovernmental Agreement submitted for filing with the Secretary of State.

IGA BETWEEN THE CITY OF TUCSON AND the Arizona Department of Transportation

DATE June 30, 2003

CONTRACT NUMBER KR2039TRN

IS THIS AN ORIGINAL CONTRACT? No

IF AMENDMENT, FILE DATE OF ORIGINAL CONTRACT February 8, 2001

IF AMENDMENT, SECRETARY OF STATE ORIGINAL FILE NUMBER ~~JPA-00-172~~ 24451  
EXPIRATION DATE OF CONTRACT \_\_\_\_\_

IF NO EXPIRATION DATE, IS CONTRACT INDEFINITELY ONGOING?

OTHER PROVISION FOR EXPIRATION?

Upon completion of design and construction of improvements

ORIGINAL COPIES MUST HAVE ORIGINAL SIGNATURES

  
\_\_\_\_\_  
Director, Transportation Department



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-2029TRN (JPA 00-172-Amendment 1), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED August 4, 2003.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/ss

att.